

claim, right or remedy of SWIFT against the undersigned as debtor whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

GUARANTOR indemnifies and hold Swift harmless from and against any liability asserted against SWIFT based upon any claim or legal action filed against SWIFT based in whole or part upon a claim under 11 U.S.C. § 547(b) or 11 U.S.C. § 550 resulting from or connected with this Guaranty, and further agrees to indemnify and hold SWIFT harmless as to any expense, cost, or fees, including attorneys' fees and court costs which SWIFT incurs as a result of any such claim or legal action.

This Guaranty shall remain in full force until all INDEBTEDNESS guaranteed is paid in full.

If it becomes necessary to enforce this Guaranty or any provision thereof by suit or by placing it into the hands of an attorney for collection or enforcement, even if suit does not result, GUARANTOR agree to pay SWIFT'S reasonable attorneys' fees and other costs incurred in enforcing this Guaranty.

The undersigned represent and warrant to SWIFT that (i) each of the undersigned is an individual of sound mind with full power and authority to execute this Guaranty; (ii) each of the undersigned has read the Guaranty and had the opportunity to review its terms with an attorney of his choosing, and understand the terms of the Guaranty and their legal effect; and (iii) this Guaranty has been duly executed and delivered by each of the undersigned and constitutes a lawful, binding and legally enforceable obligation of each of them.

As used herein, the following have these meanings:

"SWIFT" means Swift & Company, a Delaware corporation. and its parents, subsidiaries and any other corporations or entities which are or hereafter become affiliated or associated with Swift & Company.

"INDEBTEDNESS" means all debts and obligations owing by its subsidiaries, successors or assigns to SWIFT, including but not limited to that certain Hog Purchase Contract between , Inc. and SWIFT of even date herewith together with any extensions, modifications, renewals or replacements thereof as well as any advances, debts, or other obligations which may arise in the future, together with interest on present or future debts as charged by SWIFT.

The invalidity of any provision of the Guaranty as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.